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VIA ELECTRONIC FILING

The Honorable Jocelyn Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

RE: South Carolina Electric & Gas Company Request for Approval of
Forbearance Agreement or in the alternative, Acknowledge
Consent of the Forbearance Agreement
Docket No. 2019- 27-E

Dear Ms. Boyd:

By letter dated January 11, 2019, South Carolina Electric & Gas Company ("SCE&G" or "Company") filed a request with the Public Service Commission of South Carolina ("Commission") seeking approval of a Forbearance Agreement that SCE&G entered into with the South Carolina Public Service Authority ("Santee Cooper"). In its January 11 letter, SCE&G requested that the Commission approve the Forbearance Agreement; the Company also requested alternative relief and styled its request for relief as follows:

To the extent that the disposition of these rights is subject to 58-27-1300, SCE&G respectfully request that the Commission approve the agreement and if the Commission finds that 58-27-1300 is inapplicable, then SCE&G respectfully requests that the Commission acknowledge *its* consent to the Forbearance Agreement.

Letter from K. Chad Burgess, Director and Deputy General Counsel, Dominion Energy, Inc., to Jocelyn Boyd, Chief Clerk/Administrator (January 11, 2019) (on file with the Commission) (emphasis added).

On January 25, 2019, the Commission Staff posted the Utilities Agenda for the week of January 28, 2019, which included reference to the above-stated docket. More specifically, item no. 19 of the Utilities Agenda stated:

Staff Presents for Commission Consideration South Carolina Electric & Gas Company's Request for Approval of Forbearance Agreement with the South Carolina Public Service Authority (Santee Cooper) or, in the Alternative, Acknowledgement of *South Carolina Electric & Gas Company's* Consent to the Forbearance Agreement.

(emphasis added)

As evidenced by the Utilities Agenda, it appears that the word "its" as used in SCE&G's alternative relief request has been interpreted to mean "SCE&G." The purpose of this letter is to clarify that the word "its" refers to the "Commission", not SCE&G.

In Paragraph 6(a) of the Forbearance Agreement, it states: "SCE&G agrees to seek PSC approval of this Agreement within thirty (30) days of execution of this Agreement, and the PSC shall have consented to such transaction." Paragraph 6(a) is the basis from which SCE&G formulated its request as well as its request for alternative relief. As such, if the Commission concludes that the disposition of SCE&G's rights is not subject to S.C. Code Ann. § 58-27-1300, then SCE&G is requesting that the *Commission* consent to SCE&G's transaction with Santee Cooper.

We are hopeful that this explanation provides the necessary clarity concerning this matter. If you have any questions or need additional information, please do not hesitate to contact us.

Very truly yours,



K. Chad Burgess

KCB/kms

cc: Jeffery M. Nelson, Esquire
(via electronic and U.S. First-Class Mail)